

## EXHIBIT K

### Environmental Indemnification and Landfill Agreement Terms

#### I. Landfill Gas System.

The components of the Landfill Gas System ("System") are described in the key terms at the end of this term sheet. The low permeability liner ("Liner") required by the Cleanup Action Plan/Consent Decree ("CAP/CD") is integral to the System. Each party's responsibility for the Liner is described in this section. For purposes of this term sheet, the Liner is not included within the term "System." However, this is subject to change in the final agreement, if necessary, to ensure the Parties retain the option of either public or private contracting, but any change shall not otherwise modify the terms in this Exhibit. Design, construction, operation and maintenance of the System shall be on the following terms:

##### A. Engagement of Third-Party Contractor.

1. The Parties will engage the services of a mutually-acceptable third party contractor(s) responsible to perform the three main elements of work on the System: design, construction, and long-term operation and maintenance ("Contractor"). There will be one contract for one or more of the main elements of work ("Contract"), and the costs will be allocated as provided in I.B below.

2. The final decision on whether to engage the same Contractor for all three elements or a separate Contractor for one (or more) elements shall be made by OM and City project managers during the procurement process, so that the Parties can evaluate efficiencies, cost, timing, and other relevant factors.

3. The Parties will also decide during the procurement process whether a Contractor will be retained under a private or public contract and whether the contract will be a design-build contract. With respect to each element of the System, a single Contractor and Contract will be used for both the OM and City tasks identified in section I.B unless the Parties agree otherwise. However, the Parties may jointly select a different Contractor for different elements of the System. The Parties will pay their share of actual costs per the allocation in I.B below regardless of what form of contract is used.

##### B. Payment by the Parties for the Contractor's Design, Construction and Maintenance Work.

The Contractor will be required to account for its time and invoice the Parties for each of the following tasks separately. The Parties will each pay the Contractor for these tasks, as follows:

City to pay for the following tasks:	OM to pay for the following tasks:
DESIGN	
Schematic Design for the System on the entire Landfill Site (30% Design)	NA
Final Design (Construction Documents) for the System on the entire Landfill Site, except areas OM develops Outside of the Main Area	Final Design for areas OM develops outside of the Main Area (which do not include City buildings or amenities or Header/Condensate System)
NA	After 100% Construction Documents finalized and accepted, any future changes of the Construction Documents for the System on the entire Landfill Site due to change in OM development plans or specifications not caused by the action or inaction of City or changes in City Work
CONSTRUCTION	
<p>100% of Construction Costs for the System in the following locations:</p> <ul style="list-style-type: none"> <li>- in the Main Area external to OM Buildings.</li> <li>- the Header/Condensate System and City buildings and any City amenities on the entire Landfill Site</li> </ul>	<p>100% of Construction Costs for the System in the following locations:</p> <ul style="list-style-type: none"> <li>- in the Main Area under OM Buildings (to the apron/stub-out)</li> <li>- Outside the Main Area under and external to OM Buildings, except Header/Condensate System and under City buildings and amenities</li> </ul>
The City will pay for 100% of the Liner under City buildings and City amenities on entire Landfill Site, whether installed by the Contractor, OM or the City.	OM will pay for 100% of the Liner under and external to OM Buildings on entire Landfill Site, except under City Buildings or City amenities, whether installed by the Contactor or OM.
LONG TERM MAINTENANCE (O&M) including any conversion, retrofit or closure of the System	
O&M on entire Landfill Site except for O&M paid for by OM	O&M underneath OM buildings, up to and including valves between buildings and the collection system external to buildings, and alarm system within OM buildings on entire Landfill Site

O&M for any Liner the City pays to install

O&M for any Liner OM pays to install

C. Budget Process and Contractor Oversight. OM and the City each shall designate a System project manager responsible for implementation and assigning of resources through a small joint oversight team ("Landfill Oversight Team") to consult on contractor procurement, design review, and construction inspection and supervision, and oversight of long-term maintenance work. The team will establish and track annual budgeting and review and contractor accountability to both Parties. The annual budgeting process will plan for regular maintenance and repairs by the contractor, including an option for the parties to perform a particular repair if mutually agreed, and the OM/City team will have a process to handle any emergency or unplanned repairs. The Parties agree to establish in the Environmental Indemnification and Landfill Agreement ("Agreement") an approach to address the sharing of costs of contract administration and enforcement.

D. Contractor Responsibilities. The Parties anticipate that the Contractor's contract shall include but not be limited to the following terms and conditions for the benefit of both Parties:

1. The contractor shall be responsible for operation of the complete System, including the Header System and Collection System throughout the Landfill Site, including within the OM System Area and City Controlled Areas, for maintenance of the alarm system, and for performance of the required monitoring.

2. The contractor shall operate the System as one comprehensive system, balancing the vacuum throughout the System, and ensuring its compliance.

3. The contractor shall report the results of the monitoring to the Parties and, as and when directed by the Parties, to the Department of Ecology ("Ecology") on behalf of and subject to the Parties' oversight.

4. The contractor shall be contractually obligated to operate the System for the benefit of both Parties consistent with best practices and according to the standard of care in the industry; the contractor shall be responsible for guaranteeing operations and providing routine reporting to both OM and the City as required.

5. The contractor shall provide warranties mutually acceptable to City and OM warranting the design and construction of the whole System to both Parties.

6. The contractor shall provide adequate insurance acceptable to both Parties according to its contractual obligations that will not be rendered ineffective due to any pollution exclusion clause.

7. The contractor may be required to provide any other financial assurances and indemnities the Parties mutually agree are needed (performance bonds, etc.).

E. If the contract is a private contract, the contractor will take direction from OM, and OM will decide what portions of the gas system need to be designed and built to coordinate with its development phasing and to build the gas system cost-effectively, in consultation with the City through the Landfill Oversight Team, and subject to Ecology's review of plans as required by the Consent Decree. The use of a private contract is not intended to shift responsibility to OM for schedule delays not caused by OM.

F. If the contract is a public contract, the contractor will take direction from the City, in consultation with OM through the Landfill Oversight Team, and subject to Ecology's review of plans as required by the Consent Decree. The City will direct the contractor to design and construct those portions of the System necessary to serve OM's development in accordance with a final and definite schedule consistent with the schedule in the PDA to be approved by the Parties prior to development of the bid specifications and bidding of the public contract. The schedule shall identify and provide for the System to be designed and constructed to serve the Development Areas (see key terms) identified by OM.

G. Other. OM shall provide to the City such dedications, easements, licenses and/or rights of access as necessary for the construction, repair and maintenance of the System on those portions of the Landfill Site to be owned by OM.

H. The City shall remain responsible for landfill gas obligations in the CAP/CD for the Animal Shelter and Public Works Yard during the term of any leases between the parties concerning those areas.

I. Ownership. The City shall own all portions of the Landfill Gas System with the exception of those portions of the System underlying OM buildings and extending to a point reasonably beyond building foundations to a connection point to the system, which portions shall be owned by OM.

J. Consent Decree. Recognizing that a third party contractor will be performing the work and will be paid by both Parties under the Agreement, for purposes of the scope of work in the Consent Decree, the City shall be assigned the Landfill Gas System responsibilities, except that OM shall be responsible under the Consent Decree for the expense of correcting a problem with the System that OM causes. The City shall have rights against OM as specified in paragraph 11.5 of Attachment 1 to this Exhibit K.

## II. OM/City/Ecology Coordination on All City Property

A. Landfill Gas System. The Parties and maintenance contractor shall establish a contingency plan and protocol to address any potential System problems, including a protocol for reporting to Ecology consistent with the CAP/CD. If the results of any System monitoring indicate a potential problem, then the Parties shall work together with the maintenance contractor to identify the source of the problem. If the problem was caused by one of the Parties, that Party will bear the expense of correcting the problem. If the Parties mutually agree that the problem was caused by the Contractor (including any Contractor responsible for a design or construction defect), the Parties will work together to compel that Contractor to correct the problem. If the Parties are unable to obtain full relief from the Contractor the City shall bear the expense of correcting the problem if the source of the problem is on the portion of the System that the City owns, and OM shall bear the expense if the source of the problem is on the portion of the System that OM owns. In any other circumstances, OM will not be responsible, and the City shall bear the expense of correcting the problem or shall otherwise manage the problem.

Any dispute regarding responsibility for a System problem shall be subject to dispute resolution under this agreement.

B. Other CAP/CD Obligations. If the results of the monitoring or maintenance for which each Party is responsible under this Agreement, other than System monitoring, indicate a potential problem in meeting the CAP/CD requirements, the responsible Party shall correct the problem and report it to Ecology. If one of the Parties believes the other Party is responsible for the problem, the Party may invoke the contingency planning and dispute resolution process.

C. OM/City Coordination on Environmental Matters relating to the City Property. The Parties will establish in the Agreement a process for communication and coordination in addressing any matters relating to implementation of the Consent Decree requirements, including contingency planning and response and for communication with Ecology.

D. Dispute Resolution. The Parties will establish in the Agreement and employ a focused, structured dispute resolution process with defined timelines that utilize an initial effort by the project managers to resolve disputes, escalation to designated senior management officials, and after such negotiation and/or mediation, resort to Snohomish County Superior Court. Disputes subject to this process shall include disputes arising out of City's review of OM's development for consistency with requirements of Cleanup Action Plan.

E. Indemnification. The Parties will establish in the Agreement a process for notice, presentation, and resolution of claims.

### III. Responsibilities at Landfill Site Other Than System

A. Groundwater and Surface Water Monitoring. City will design, construct, and maintain deep aquifer groundwater monitoring wells as necessary or required to be in compliance with the CAP/CD. The City shall be responsible for any surface water monitoring and reporting requirements in the CAP/CD that are not part of stormwater management for OM's development.

B. Leachate Collection. City shall plan for a leachate collection system for the Landfill Site sized to accommodate the maximum amount of Development on the Landfill Site approved in the final Rezone/PDO Approval. The City will install a leachate collection system to serve the development approved in the Development Review process, which will include responsibility for any leachate seeps. The leachate collection system shall discharge to the City's wastewater treatment plant and shall include collection or conveyance of wastewater and stormwater up to the 6-month storm event from the Development on the Landfill Site in accordance with the PDA and in compliance with all local, state and federal requirements and CAP/CD.

C. Drainage, Erosion Control, Pilings, Connections, Etc. OM and City will each be responsible for constructing and maintaining its own improvements on the Landfill Site such as erosion control, positive drainage, leakproof connections, etc. in accordance with CAP/CD requirements. This includes each Party inspecting the property on which it controls access in order to verify positive drainage and the integrity of the landfill cover in accordance with the CAP/CD. For any facilities a Party constructs, that party will be responsible for meeting the CAP/CD requirements that infiltration of stormwater will not be allowed in developed areas of

the site, except as allowed during construction; provided that the City will be responsible for facilities constructed by OM that are ultimately owned or controlled by the City (e.g. roads).

D. Low Permeability Barriers and Grading. OM shall be responsible for installation of low-permeability barriers on the Landfill Site, except under any City buildings (e.g., pump stations) and any City amenities (e.g. parks) on entire Landfill Site. OM shall be responsible for final grading for the Development on top of the System.

E. Access and Use Controls. The City shall be responsible for access controls and use restrictions required by the CAP/CD in any City-Controlled areas, and OM will be responsible for those requirements on property it owns.

F. Other. City shall be responsible for all other monitoring, reporting and other obligations under the CAP/CD not otherwise assigned to OM herein.

G. Access for Reopener Events. The Parties agree that if Ecology invokes a reopener provision in the existing Consent Decree between the City and Ecology that requires the City to conduct further remediation at the Landfill Site, OM will provide prompt access to the City for the purposes of the City conducting that further remediation under reasonable terms and conditions. For purposes of this section, "reasonable terms and conditions" means site restoration to pre-existing conditions unless the parties agree otherwise, and all commercially reasonable efforts are made to minimize disruption. OM's grant of access to the City shall not include a fee for access or a requirement to pay for consequential damages including without limitation economic damages and lost profits.

#### IV. Non-Landfill Properties

A. Environmental Testing on City Property Outside of Landfill Site. If OM is required to conduct environmental testing to meet requirements of law, or if OM encounters soil or other materials while on site that require environmental testing, OM shall conduct such testing, and shall promptly notify the City of such sampling, and provide the City with copies of the test results at the City's request. If OM determines that environmental testing is necessary for purposes of its development, or if a party other than OM (e.g. lenders, contractors, equity partners) requests or requires environmental testing, then OM shall provide prior notice to the City and will if practicable consult with the City in advance on any sampling plan. OM shall also provide the City with copies of the test results at the City's request. If OM otherwise desires to perform environmental testing, it will obtain the City's prior approval.

B. Bigelow Creek Covenant. City agrees that all City Work and other activities on the City Property following its conveyance to OM pursuant to the Property Disposition Agreement shall be in compliance with the restrictive covenant dated September 29, 1995 and recorded under Snohomish County recording number 9509290128 (the "**Bigelow Creek Covenant**"), and City shall defend and hold OM harmless from any and all Claims as defined in Attachment 1 should any City Work or other activities violate the Bigelow Creek Covenant.

C. City Obligation for BNSF Railroad Tracks. This section is the sole and exclusive section of this Agreement governing the Parties' management of the ballast on the former BNSF

property ("former BNSF Ballast") and rails, ties, soils or other materials on the former BNSF property not otherwise removed by BNSF ("former BNSF materials").

1. If any former BNSF Ballast cannot legally or technically be reused on the City Property and cannot be disposed of at a facility within 20 miles of the property at the same cost as unrestricted soil or materials, the City shall at its option either remove and dispose of, or pay OM's costs of managing, removing or disposing of, the Ballast.

2. If any former BNSF materials cannot legally or technically be reused on the City Property and cannot be disposed of at a facility within 20 miles of the property at the same cost as unrestricted soil or materials, the City shall at its option either remove and dispose of, or pay OM's incremental costs of managing, removing or disposing of, such material.

3. For purposes of this Section IV.C, "incremental costs" includes all reasonable costs incurred and documented by OM that are in addition to the costs OM would have incurred had the soil or other materials not been contaminated with Hazardous Substances.

4. If the City chooses to perform the work under this Section IV.C rather than pay OM's out-of-pocket costs plus a 15% administrative fee, the City shall complete such work so as not to delay OM's construction activities on the City Property. The project managers will identify the schedule needed to meet this requirement. If the work is not completed, OM shall, in its sole discretion, have the option to perform all necessary remaining work and the City shall be obligated to pay OM's costs as described in this Section.

5. If the Parties agree the material can be used on the City Property and agree on its location, and if OM later decides to dig into the material, the City will not be obligated to indemnify OM for Claims under paragraph 11.1 of Attachment 1 arising out of OM's disturbance of the material, but the City's indemnity would apply to Claims pertaining to or arising out of the migration of the material not resulting from OM's actions. With the exception of the foregoing sentence, nothing in this Section IV.C alters or affects any third party Claims under the indemnification provisions set forth in Attachment 1.

6. Nothing in this section modifies the City's commitment to retain all responsibility for Grantee Environmental Obligations as defined and described in the Quit Claim Deed from BNSF to the City, as set forth in paragraph 11.4 of Attachment 1.

D. Eclipse Mill Site. OM may conduct limited subsurface excavation and related work on the Eclipse Mill Site ("Mill Site") as may be necessary and customary to trench for and construct utilities, footings and foundations in connection with OM's planned development of the Mill Site ("Limited Subsurface Work") and shall consult with the City prior to submitting permit applications for the same. OM's performance of Limited Subsurface Work shall not affect the City's Indemnification to OM in Section 11.1 of Attachment 1. If OM elects in its sole discretion to engage in additional subsurface work ("Expanded Subsurface Work"), OM may do so and shall be responsible and indemnify and hold the City harmless for any costs related to Hazardous Substances encountered in the course of any Expanded Subsurface Work.

## V. CD Assurance

Upon execution of the Property Disposition Agreement OM shall seek to obtain a Prospective Purchaser Consent Decree or an amendment of the existing Consent Decree consistent with the Environmental Indemnification and Landfill Agreement that is acceptable to the Parties, agreed to by Ecology, and entered into court (the "CD Assurance"). The City will support and cooperate in OM's request, including the request for townhome or other stacked residential units to have first floor garage/utility areas and an amendment of the Restrictive Covenant. A CD Assurance acceptable to OM must allow for townhome or other stacked residential units with first floor garage/utility areas and an amendment of the Restrictive Covenant to conform the Covenant to the Agreement of the Parties. The CD Assurance must also provide that if OM conveys City Property back to the City under the terms and conditions of the PDA, any OM obligations under the Assurance terminate and the City retains all obligations and liability.

#### VI. Insurance

The Parties agree to investigate whether PLL/Environmental Insurance coverage for indemnifications is available under commercially reasonable terms and conditions, including rates, and to obtain such insurance if available. A Party's determination of whether commercially reasonable insurance is available shall be made based on prevailing insurance market conditions for commercial development on brownfields properties and shall be subject to dispute resolution.

#### VII. Indemnification Provisions

The Parties agree on the indemnification provisions contained in Attachment 1 to this Exhibit.

#### VIII. Termination of Environmental Indemnification and Landfill Agreement

If the City Property is reconveyed from OM back to the City, then OM's obligations hereunder shall terminate with the exception of the indemnification obligations set forth herein.

#### IX. Process for Completing Environmental Indemnification and Landfill Agreement

The Ecology process for a CD Assurance may take longer than 60-90 days. The Parties shall use their best efforts to complete the final and mutually acceptable form of Environmental Indemnification and Landfill Agreement on or before February 28, 2007.

#### X. Relationship to PDA

The Environmental Indemnification and Landfill Agreement is intended to contain and govern the Parties' understandings and obligations relating to environmental conditions and landfill management on the City Property. The Agreement shall contain provisions relating to rules of construction between the Agreement and the PDA.

Key Terms used above:

Landfill Gas System: The Landfill Gas System (the "System") means the methane gas collection and discharge system and all of its components for the Landfill Site and consisting more specifically of: (a) the gas collection piping system under and external to the planned

development buildings on the Landfill Site that connect to the Header System (the “**Collection System**”); (b) the header pipe and vacuum blower system that collects and discharges landfill gas (the “**Header System**”); and (c) the system to collect and discharge condensate from the System to the City sewer main (“**Condensate System**”).

Main Area: The Main Area is defined as the area on the Landfill Site sufficient for OM’s development of the Designated Retail Element, as defined in Section 16.2.1 of the Property Disposition Agreement, and otherwise not to exceed 45 acres in size unless mutually agreed to by the City and OM.

Development Area: The initial Development Area will be consistent with the Minimum Retail Area as defined in the PDA. Subsequent Development Areas will be a logical and cost-effective size as determined by the System Project Managers.

## ATTACHMENT 1

### Indemnification by City

11.1 Except as provided in Section 11.2 and 11.6 the City shall to the fullest extent permitted by law indemnify, defend, and hold harmless OM, each member, manager, partner or shareholder, as the case may be, in or of OM, and their respective officers, directors, managers, members, shareholders, partners, employees, agents and consultants, successors and assigns (“OM Indemnified Parties”) from and against any and all claims, liabilities, loss, demands, liens, costs and expenses including reasonable attorneys’ fees, agency orders, requirements or enforcement actions, suits and causes of action, and damages including but not limited to any claim for damage to property or injury or death of any persons against OM Indemnified Parties (collectively, “Claims”) pertaining to or arising out of the past, present, or future release or potential release of any Hazardous Substance as defined herein that exists on City Property as of the Closing Date or that has emanated or will emanate in the future from City Property (“Existing Contamination”). Existing Contamination includes contamination that is both known and unknown as of the Closing Date. Without limiting the generality of the foregoing, the Parties acknowledge that Claims, as defined herein, are not limited to third party Claims, but include Claims made or incurred by the Parties. With respect to the City’s indemnification obligation to OM, this includes, but is not limited to, the obligation of the City to remove, remediate, or take other action pertaining to Hazardous Substances that is required by any governmental agency or that is necessary given OM’s development of the City Property, as contemplated in the PDA.

11.2 This indemnification by the City shall not cover or apply to the extent the Claims result from: (a) a New Release as defined in Section 11.3 of this Agreement; (b) negligent acts or omissions or willful misconduct after the Closing Date by OM Indemnified Parties; or (c) actions or lack thereof by OM Indemnified Parties that are required by and do not conform to the requirements of the CAP/CD, (including requirements for development in Table 6-1 of the CAP, which may be incorporated into plans and specifications) and that OM has agreed to perform under this Agreement; and (d) discovery of Existing Contamination, if any, from Expanded Subsurface Work on the Mill Site as described in Section IV.D above. This indemnification by the City shall also not cover or apply to Claims for consequential damages arising out of the City’s failure to timely perform City Work for the Leachate System Reconstruction and City’s Environmental Work as and when required by the PDA.

With respect to Claims pertaining to or arising out of landfill gas, “actions or lack thereof by OM Indemnified Parties” for purposes of (c) shall be limited to payment of money to the contractor(s) for design, construction, and operation and maintenance, as described in Section I.B of Exhibit K to the PDA, and corrective actions on the portion of the System that OM owns if recourse against the contractor(s) is unsuccessful, as described in Section II.A. The Parties acknowledge that OM’s construction and development activities on the Landfill Site conducted in conformance with the requirements of the CAP/CD may nevertheless cause an increase in concentration, migration, or other exacerbation of a release of Existing Contamination; or may trigger a reporting obligation, corrective measures, or a reopener under the Consent Decree with

Ecology. Such activities shall not in any way be considered to be within the scope of (a) through (c) of this section or to otherwise limit, repudiate or modify the City's indemnification obligations to OM.

11.3 A "New Release" is a release by OM of an amount of a Hazardous Substance that is not already located in soil, groundwater, air or other environmental media on the City Property as of the date of this Agreement. A New Release shall not include disturbance or movement including migration of Existing Contamination, including movement or disturbance by OM of Existing Contamination that is associated with development of the Property.

11.4 City Obligations to BNSF. Without limiting the generality of the foregoing, the City acknowledges and affirms to OM that the City's indemnification obligations under Section 11.2 include, and the City shall retain all responsibility for "**Grantee Environmental Obligations**" as defined and described in that certain Quit Claim Deed dated as of August 23, 2006 and recorded under Snohomish County recording number 2006082506183, and that OM shall assume no liability or responsibility of any kind whatsoever to BNSF in connection with the Grantee Environmental Obligations.

#### Indemnification by OM

11.5 Except as provided in Section 11.6, OM shall to the fullest extent permitted by law indemnify, defend, and hold harmless the City and its employees, officers, managers, representatives, invitees, agents and consultants, successors and assigns ("City Indemnified Parties") from and against any and all Claims pertaining to or arising out of the past, present, or future release or potential release of any Hazardous Substance, whether known or unknown, that exists on City Property as of the Closing date or that will emanate in the future from City Property to the extent the Claims result from: (a) a New Release as defined in Section 11.3 of this Agreement; (b) negligent acts or omissions or willful misconduct after the Closing Date by the OM Indemnified Parties; or (c) actions or lack thereof by OM Indemnified Parties that are required by and do not conform to the requirements of the CAP/CD that OM has agreed to perform under this Agreement, under the terms and conditions specified in Section 11.2.

#### Mutual/related provisions

11.6 Neither Party shall indemnify the other Party for Claims for consequential damages arising out of the Contractor failing to timely design or construct the Landfill Gas System. Neither the City's Indemnified Parties nor OM's Indemnified Parties shall indemnify the other for first party Claims for consequential damages arising out of the obligation to comply with required remedial actions on the City Property. Nothing in the Agreement authorizes or limits third party Claims for consequential damages against either Party.

11.7 In the event of concurrent negligence, each Party shall to the extent permitted by law be responsible to third parties for its proportional share of fault, and shall indemnify the other Party for its share of any concurrent negligence.

11.8 The indemnification obligations contained in this Section 11 shall not be limited by any workers' compensation, benefits, or disability laws, and the Parties each hereby waive any immunity they may have under any workers' compensation, benefit, or disability laws.

The provisions in this Section 11 shall survive termination of this Agreement and termination of the CAP/CD and Restrictive Covenant for the Landfill Site. They shall be covenants of the City and OM and their successors and assigns.

Hazardous Substance means (i) any substance subject to regulation under the Washington Hazardous Waste Management Act (Ch. 70.105 RCW) as amended from time to time and regulations promulgated thereunder; (ii) any "hazardous substance" under the Washington Model Toxics Control Act (Ch. 70.105D RCW) as amended from time to time and regulations promulgated thereunder; (iii) any "hazardous substance" or "hazardous waste" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC §§ 9602 et seq.) as amended from time to time and regulations promulgated thereunder; (iv) any asbestos; (v) polychlorinated biphenyls; (vi) underground storage tanks, whether empty, filled or partially filled with any substance; (vii) any solid waste or solid waste decomposition products at the Landfill site; (viii) any substance the presence of which is prohibited by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions; and (ix) other substances deemed hazardous, toxic, a pollutant, or contaminant, which by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions require special handling or notification in its collection, storage, treatment or disposal.